

Panaji, 29th October, 1992 (Kartika 7, 1914)

SERIES II No. 31

OFFICIAL GAZETTE

GOVERNMENT OF GOA

SUPPLEMENT

GOVERNMENT OF GOA

Education Department

Order

No. 16/4/91-EDN-I-3

Shri A. Umesh Bapat is hereby temporarily appointed on ad hoc basis as lecturer in Computer Engineering in Goa College Engineering, Farmagudi, with effect from his joining the post in the scale of Rs. 2200-4000/- plus the usual allowances admissible from time to time with the initial pay of Rs. 2200/-.

The appointment is subject to the condition specified in the office memorandum No. 16/4/91-EDN dated 9/8/91 and the Rules and Regulations laid down by the Government from time to time.

The appointment is for a period of six months and purely on ad hoc basis and it will not bestow on the appointee any claim for regular appointment/promotion to the higher post and seniority and will be liable to be terminated by one month's notice given on either side or by payment of one month's salary in lieu of notice.

The appointment is liable for termination in case the character and antecedents of the appointee are adverse so as to disqualify him from holding of a post under Government.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Under Secretary (Education).

Panaji, 22nd October, 1991.

Order

No. 8/8/86-EDN

Govt. is pleased to constitute the Advisory Committee of National Services Scheme for the plus two stage students (Higher Secondary Schools), with immediate effect, for a period of three years, having the following members:-

1. Director of Sports and Youth Affairs, Govt. of Goa — Chairman.

2. A nominee of the Director of Education, Govt. of Goa — Member.
3. Dy. Programme Advisor, NSS, Regional Centre, Pune — Member.
4. Head, N.S.S. Unit, Tata Institute of Social Sciences, Deonar, Bombay — Member.
5. The Programme Co-ordinator, National Service Scheme, Goa University — Member.
6. Sr. M. Josefita A.C., Principal, Carmel Hr. Secondary School, Nuvem, Goa — Member.
7. Shri N. B. Dessai, Principal, Sidharth Bandodkar Hr. Secondary School, Velguem, Goa — Member.
8. Shri Samiro Rodrigues, N.S.S. Pro. Officer, G.V.M's, Hr. Secondary School, Ponda - Goa — Member.
9. Shri M. V. Betkekar, N.S.S. Pro. Officer, Walwalkar Hr. Sec. School, Khorlim - Goa — Member.
10. Shri Mahesh Kamat, Social Worker, Cruz Waddo, Ararim, Saligao, Bardez - Goa — Member.
11. Asstt. Director (Sports) — Member Secretary.

Above Committee shall meet atleast twice in a year.

By order and in the name of the Governor of Goa.

D. N. Accawade, Under Secretary (Education).

Panaji, 26th September, 1991.

Order

No. 21/5/91-EDN

Kum. Meena M. Padval is hereby appointed on regular basis as recommended by the Departmental Selection Committee to the post of Lecturer in Marathi at Govt. College at Sanquelim with effect from the date of joining the post in the scale of Rs. 2200-4000/- plus the usual allowances admissible from time to time with the initial pay of Rs. 2200/-.

She will be entitled for Dearness Allowances and House Rent Allowances as admissible to the employees of this Administration from time to time.

The appointment is subject to the condition specified in the office memorandum No. 22/Misc/1771/EDN, dated 1/10/91 and the rules and regulations laid down by the Government from time to time.

The appointment is temporary and she will be on probation for a period of two years.

The appointment is liable for termination in case the character and antecedents of the appointee are adverse so as to disqualify her from the holding of a post under Government.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Under Secretary (Edu.).

Panaji, 20th November, 1991.

Order

No. 21/4/91-EDN

Kum. Agnela Anjelina Domitilia Dias is hereby appointed on regular basis as recommended by Departmental Selection Committee to the post of Lecturer in Economics at Government College at Sanquelim with effect from the date of her joining the post in the scale of Rs. 2200-4000/- plus the usual allowances admissible from time to time with the initial pay of Rs. 2200/-.

She will be entitled for Dearness Allowances and House Rent Allowances as admissible to the employees of this Administration from time to time.

The appointment is subject to the condition specified in the office memorandum No. 22/Misc/1771/EDN dated 1/10/1991 and the Rules and Regulation laid down by the Government from time to time.

The appointment is temporary and she will be on probation for a period of two years.

The appointment is liable for termination in case the character and antecedents of the appointee are adverse so as to disqualify her from the holding of a post under Government.

By order and in the name of the Governor of Goa

S. S. Keshkamat, Under Secretary (Edu.).

Panaji, 14th November, 1991.

Order

No. 16-1-80-EDN-II (1)

Read:- Govt. Order No. 16-1-88-EDN-II (1)
dt. 24-4-91.

The ad hoc appointment of Shri P. M. Bhandankar, to the post of Lecturer in Mechanical Engineering, in Goa College of Engineering, Farmagudi is hereby extended for a further period of six months w.e.f. 16-10-91 or till the post is filled up on regular basis, whichever is earlier, under the same terms and conditions.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Under Secretary (Edu.).

Panaji, 11th November, 1991.

Order

No. 22/2/91-EDN

Shri Aureliano, Fernandes is hereby appointed on regular basis as recommended by Departmental Selection Committee to the post of Lecturer in Political Science in Government College of Arts, Science & Commerce, Khandola with effect from the date of his joining the post in the scale of Rs. 2200-4000/- plus the usual allowances admissible from time to time with the initial pay of Rs. 2200/-.

He will be entitled for Dearness Allowances and House Rent Allowances as admissible to the employees of this Administration from time to time.

The appointment is subject to the condition specified in the office memorandum No. 22/Misc/1771/EDN dated 1/10/1991 and the Rules and Regulation laid down by the Government from time to time.

The appointment is temporary and he will be on probation for a period of two years.

The appointment is liable for termination in case the character and antecedents of the appointee are adverse so as to disqualify him from the holding of a post under Government.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Under Secretary (Edu.).

Panaji, 31st October, 1991.

Order

No. 16/4/91/EDN/I

Shri Pradosh Dessai is hereby temporarily appointed on ad hoc basis as lecturer in Computer Engineering in Goa College of Engineering, Farmagudi, with effect from his joining the post in the scale of Rs. 2200-4000/- plus the usual allowances admissible from time to time with the initial pay of Rs. 2200/-.

The appointment is subject to the condition specified in the office memorandum No. 16/4/91-EDN dated 6/8/91 and the Rules and Regulation laid down by the Government from time to time.

The appointment is for a period of six months and purely on ad hoc basis and it will not bestow on the appointee any claim for regular appointment/promotion to the higher post and seniority and will be liable to be terminated by one month's notice given by either side or by payment of one month's salary in lieu of notice.

The appointment is liable for termination in case the character and antecedents of the appointee are adverse so as to disqualify him from the holding of a post under Government.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Under Secretary (Edu.).

Panaji, 23rd October, 1991.

Order
No. 22/3/91-EDN

Shri P. V. Chodankar, is hereby appointed on regular basis as recommended by the Departmental Selection Committee to the post of Lecturer in Physics at Govt. College at Khandola Goa, with effect from the date of joining the post in the scale of Rs. 2200-4000/-plus the usual allowances admissible from time to time with the initial pay of Rs. 2200/-.

He will be entitled for Dearness Allowances and House Rent Allowances as admissible to the employees of this Administration from time to time.

The appointment is subject to the condition specified in the office memorandum No. 22/Misc/1771/EDN, dated 1-10-91 and the rules and regulations laid down by the Govt. from time to time.

The appointment is temporary and he will be on probation for a period of two years.

The appointment is liable for termination in case the character and antecedents of the appointee are adverse so as to disqualify him from the holding of a post under Government.

By order and in the name of the Governor of Goa.
S. S. Keshkamat, Under Secretary (Edu.).

Panaji, 20th November, 1991.

Public Works Department

Corrigendum

No. 7/1-1/90-PW&UD

- Read :— 1. Govt. Order No. 6-3/86-87/PW & UD dated 4th October, 1990.
2. Corrigendum No. 6-3/86-87/PW & UD dated 5th October, 1990.

The last para of the said order read at serial number 1 above shall be corrected as follows :—

“Shri. V. P. Palondikar, Superintending Engineer, Irrigation is transferred and posted as Chief Engineer, Mandovi Bridge Project, Panaji on deputation basis. He shall be on usual terms of deputation with effect from the date he takes over the charge from Shri R. K. Mathur. As Chief Engineer he shall be in charge of Mandovi Bridge Projects for a period of 3 years”.

This issues in supersession of corrigendum of even number dated 23.11.1990.

By order and in the name of the Governor of Goa.
B. N. Bhat, Under Secretary to the Govt. of Goa (P. W. D.).

Panaji, 19th September, 1991.

Public Health Department

Order

No. 5/93/83-I/PHD

- Read: (1) Government Order No. 85/4/81-I/PHD dated 23.8.91.
(2) Corrigendum No. 85/4/81-I/PHD dated 10.9.91.

Consequent upon relieving of Dr. B. Sayee Babu, Medical Inspector of Factories from the Inspectorate of Factories & Boilers, the said Dr. B. Sayee Babu is posted with immediate effect as Medical Officer at Primary Health Centre, Bicholim, against vacant post.

Dr. B. Sayee Babu has reported to the Director of Health Services on 19.9.91 (F.N.) and he is awaiting posting. He is therefore authorised to draw his pay and allowances w.e.f. 19.9.91 against the said vacant post of Medical Officer, Primary Health Centre, Bicholim.

By order and in the name of the Governor of Goa.
P. S. Nadkarni, Under Secretary (Health).

Panaji, 8th October, 1991.

Order

No. 7/18/91-I/PHD

On the recommendation of the Goa Public Service Commission vide their letter No. COM/I/6/24(1)/91 dated 5.8.1991, Government is pleased to appoint Miss T. U. Annamma, presently holding the post of Principal, Nursing School, Panaji as Principal, Institute of Nursing Education, under the Directorate of Health Services with immediate effect in the pay scale of Rs. 3000-100-3500-125-4500.

Miss T. U. Annamma shall be on probation until date of retirement and her appointment is subject to the rules applicable to the post as amended from time to time.

By order and in the name of the Governor of Goa.
P. S. Nadkarni, Under Secretary (Health).

Panaji, 8th October, 1991.

Order

No. 8/27/91-I/PHD

Read : Govt. Order No. 8/27/91-I/PHD dated 20.9.91.

In partial modification of the Govt. Order No. 8/27/91-I/PHD dated 20.9.91, Govt. is pleased to post Dr. Guruprasad R. Pednekar as Junior Gynaecologist at Primary Health Centre, Pernem vide Dr. Shyamprasad L. Kharangate transferred with immediate effect.

Dr. Shyamprasad Kharangate, Junior Gynaecologist, Primary Health Centre, Pernem is transferred and posted at Asilo Hospital, Mapusa against the vacant post.

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Health).

Panaji, 14th November, 1991.

Order

No. 8-24-89-II/PHD

Read : Memorandum No. 8-24-89-II/PHD dated 23.10.91.

On recommendation of Goa Public Service Commission vide its letter No. COM/I/5/30(28)/89 dated 7.10.91, Government is pleased to appoint Dr. Praveen Kumar Gupta, to the post of Lecturer in Neurosurgery in Goa Medical College, Bambolim on temporary basis on an initial pay to be fixed accordingly to rules in the scale of Rs. 3000-100-3500-125-5000 plus N. P. A. with immediate effect as per the terms and conditions contained in Memorandum cited above.

Dr. P. K. Gupta will be on probation for a period of 2 years.

The appointment is made against the post of Lecturer in Neurosurgery vacated by Dr. Ajay Gehlot who resigned.

He is medically examined and found fit for the post by the Medical Board of Goa Medical College. His character and antecedents have been verified and found nothing adverse against him.

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Health).

Panaji, 18th November, 1991.

Order

No. 8-22/88-II/PHD

Read : Memorandum No. 8/22/88-II/PHD dated 16.10.91.

On the recommendation of Goa Public Service Commission vide its letter No. COM/III/30(4)/91 dated 4.10.91, Government is pleased to appoint Dr. Carlos Alberto Graca Lobo Barreto to the post of Assistant Professor of Orthopaedic Surgery, Goa Medical College on temporary basis on an initial pay to be fixed as per rules in the scale of pay of Rs. 3000-100-3500-125-5000 plus special pay of Rs. 100/- plus N. P. A. with immediate effect as per terms and conditions contained in the Memorandum cited above.

Dr. Barreto will be on probation for a period of 2 years.

The appointment is made against the vacant post of Asstt. Professor of Orthopaedic Surgery.

Dr. Barreto has been medically examined and found fit. His character and antecedents have been verified and found nothing adverse against him.

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Health).

Panaji, 30th October, 1991.

Order

No. 4/5/91-I/PHD

Read : Govt. Order No. 7/11/91-I/PHD dated 25.9.1991.

Whereas Dr. Antonio Dias Ferrao was appointed as State Nutrition Officer under the Directorate of Health Services vide Government Order No. 7/11/91-I/PHD dated 25.9.91 and Dr. N. S. Dumo was posted as School Health Officer, Mapusa consequent upon his promotion to the post of Health Officer, by the said order;

Whereas Dr. N. S. Dumo filed Miscellaneous Petition No. 349/91 in Writ Petition No. 166/91 before the High Court of Judicature at Bombay Panaji-Goa to secure stay for Government Order No. 7/11/91-I/PHD dated 25.9.1991;

Whereas the High Court stayed the operation of the above referred order dated 25.9.1991;

Now, therefore, in view of the stay order from Hon. High Court order dated 25.9.91 appointing Dr. Antonio Dias Ferrao as State Nutrition Officer under the Directorate of Health Services is hereby cancelled and consequent upon cancellation of above referred order, the said Dr. Ferrao is hereby appointed as Medical Officer under the Directorate of Health Services in the pay scale of Rs. 2200-75-2800-EB-100-4000 and posted as Medical Officer, Primary Health Centre, Cansaulim against the vacant post of Medical Officer. Further Dr. Ferrao has already reported for duties w. e. f. 25.9.91 and is therefore hereby allowed to draw his pay and allowances against the post of Medical Officer, Primary Health Centre, Cansaulim with effect from 25.9.1991.

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Health).

Panaji, 1st November, 1991.

Notification

No. 13-41-87-I/PHD (Part)

In exercise of the powers conferred by sub-section (1) read with sub-section (2) of section 33-F of the Drugs and Cosmetics Act, 1940 (Central Act 23 of 1940) (hereinafter called the 'said Act'), and with the previous consent of Government of India, Ministry

of Health and Family Welfare, New Delhi, the Government of Goa hereby appoints Dr. M.S. Ansari, Director, Pharmacopoeia Laboratory for Indian Medicines, CGO Complex, Kamla Nehru nagar, Ghaziabad, to be Government Analyst for the State of Goa, for the purposes of Chapter IV-A of the said Act.

By order and in the name of the Governor of Goa.
P. S. Nadkarni, Under Secretary (Health).
 Panaji, 15th October, 1991.

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 Department of Labour

Order

No. 28/16/86 - LAB.

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.
Subhash V. Elekar, Under Secretary (Labour).
 Panaji, 18th June, 1990.

**IN THE INDUSTRIAL TRIBUNAL
 GOVERNMENT OF GOA
 AT PANAJI**

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Ref. No. IT/12/87

Workmen — Party I
 V/s

M/s. Automobile Corporation — Party II
 of Goa Limited.

Party I represented by Shri Subhas Naik.

Party II represented by Adv. M. S. Bandodkar.

AWARD

This is a reference made by the Govt. of Goa, by its order No. 28/16/86-ILD dated 25th March, 1987 with an annexure scheduled thereto which reads as follows:

"Whether the demand of the workmen at M/s Automobile Corporation of Goa Limited, Honda, Satari-Goa, for 20 percent bonus for the year, 1984-85 is legal and justified.

If not, to what relief they are entitled to?

In the above Government reference received in this office on 3rd April, 1987 and kept on dormant file, there being no Presiding Officer then, the main point for consideration is whether the demand made by the workmen of M/s Automobile Corporation of Goa, claiming 20 percent bonus for the year 1984-85 is legal, justified or otherwise. By this reference the Government had called upon this Tribunal to decide the justifiability or otherwise of the demand for 25 percent bonus for that particular year. After, I took

over as the Presiding Officer, the matter was registered, notices were issued to the parties and the parties have filed their pleadings.

The union appearing on behalf of the workmen by the written statement dated 18.1.88 contended that the company is manufacturing automobile spares and mainly supplies to Telco Company, had made a profit of about Rupees One Crore Forty Eight Lakhs, during the financial year 1984-85 and as such the union made a demand for 20 percent bonus which is just and proper in the given circumstances. The union in pursuance of the demand had gone on one days token strike on 25.10.85. The management reacting adversely to this strike suspended some office bearers of this union and this caused prolonged unrest in the company. The claim for 20 percent bonus made before the Labour Commissioner ended in failure and by about the time when the matter went up to the Government and the reference came to be made to this tribunal the management of Party II had granted ex-gratia to its workmen at 15 percent but the bonus for that year viz. 1984-85 was not granted. The union therefore reiterates the demand for 20 percent bonus for the year 1984-85 obviously in addition to the ex-gratia of 15 percent which was already paid to the workmen.

When contravening the above claim the management of party II in its written statement dated 24.2.88 reiterates that the government ought not to have made a reference u/s 10 (1) (d) of the Act because there cannot be a reference about justification of bonus and this shows non application of mind on behalf of the Government. On facts the management claims that the workmen having accepted the amount as per notice dated 3rd Feb., 1986 no dispute nor demand survives. These are the preliminary points raised by the company which according to it go to the root of the case and the very maintainability of the Government reference would be in question and the company claim that the reference be rejected on this count only. About the justification of the demand for bonus the company claims that as per the provisions of Bonus Act 1965 the allowable surplus has to be computed and the company did make a gross profit of Rs. 150.36 lakhs as computed under the Companies Act, 1956 but according to the company this profit has no relevance under the Bonus Act. Consequently the workmen are not entitled to any bonus at all. About the payment of ex-gratia the same was paid to the workmen by company's notice dated 3rd Feb., 1986 and as the workmen had accepted this ex-gratia no dispute survives for consideration and the reference is liable to be rejected on this count also.

In the rejoinder dated 28.3.88 the union claims that the bonus and ex-gratia are two different concepts and bonus is a legal entitlement while ex-gratia is the gift of the management which is generally given over and above the bonus entitlement. So the union claims that the acceptance of ex-gratia would not dis-entitle the workmen to their claim for bonus.

With these rival contentions, I framed the following issues on 22.4.88:

1. Whether there cannot be a reference about justification of bonus u/s 10 (1) (d) of the Industrial Dispute Act being contrary to the provisions of payment of Bonus Act as alleged?
2. Whether no dispute nor any demand for bonus survives; all the workmen having accepted the amount as per notice dated 3rd Feb., 1986 as alleged?
3. Whether the demand of the workmen to the bonus for 20 percent for the year 1984-85 is just and legal in the circumstances of the case?
4. What relief?

Out of the three issues, issues 1 & 2 are the preliminary issues. The management had taken the basic objection to the tenability of the Government reference on the two grounds and mainly that the demand for bonus does not survive as all the workmen had accepted the ex-gratia as per notice dated 3rd Feb., 1986. So by raising these two preliminary issues the management sought to hear these two preliminary issues on merits and to get a decision. However, at the end of the trial the position slightly changed and the union appearing through its representative Shri Subhas Naik submitted before me that these two preliminary issues be heard as preliminary issues and a finding be recorded on these two issues and the union was not interested on a finding on the 3rd issue namely justifiability and legality of the demand for bonus at 20 percent for the year 1984-85. So in the changed circumstances the union was interested in getting a recorded finding on these two preliminary issues while the management appearing through Shri Bandodkar had maintained before me that this Tribunal should record a finding on all three issues including the 3rd issue, without recording a finding on the first two preliminary issues only. This is how there was a basic reversal of the stand taken by the two contesting parties and I shall analyse the position in the next paragraphs to find out how the position stands in the matter and what finding should be recorded in this Government reference about the demand for Bonus of 20 percent for 1984-85.

While considering the factual aspects I have to study the oral evidence recorded in this case and the management relies on the evidence of Sham Sunder Dalvi, the Chartered Accountant who deposed before me on 21.9.89 and also produced certain accounts and statements which are at Exb. E-9 and the assessment order of the Income Tax Office which is at Exb. E-11 and Exb. E-10. The management has also examined one more witness by name Rajan D. Kamat on 17.10.88 and this witness is on the point of the balance sheets of the previous years of 1981-82 to 1983-84. It appears that the union has examined one witness by name V. D. Parulekar on 23.6.88 about the working of the company.

The oral evidence is not that way of much consequence as most of the facts are either undisputed or conceded to some extent. The common factor is that for the year 1984-85 the company made a profit of Rs. 150.36 lakhs or so and wide publicity was given to that aspect in the newspapers. The company had not paid bonus for this year admittedly and the company has its own reasons for not doing so.

While analysing the position the provisions of Bonus Act are to be considered. As submitted by Shri Bandodkar on behalf of the company Sec. (4) defines gross profit and Sec. (5) and (6) deal with available surplus and Sec. (6) provides for the deductions of depreciation. Sec. (6) (b) deals with development rebate and Sec. (7) with direct taxes. The Section which is relevant for our consideration is Sec. (16) which applies to new units. The company came into existence in 1982; manufacturing spare parts which were mainly considered by Telco. Under the Act the company is not bound to pay Bonus within the first five years of production unless it makes profit to enable it to pay the bonus. The relevant points are that the company which started material production in 1982 was not bound by law to pay the Bonus for 1984-85. However, the company made profit during that year and the provision to be considered is Sec. (16) (1) (a). The company has produced balance sheets at Exb. E-1 and calculations at Exb. E-2. The workmen who were not paid the Bonus resorted to token strike on 25.10.85 and some office bearers of the union were suspended. The strike prolonged and ultimately it was withdrawn on 3.2.86. At that time the management declared ex-gratia at 15 percent for that year 1984-85. The management after paying the ex-gratia declared that it was not going to pay bonus also. Hence while paying the ex-gratia the company took an undertaking from the workmen in the form of E-4 on the identical date viz. 3.2.86 that employees will not raise any other financial demand on the company after they received the ex-gratia. A rider is added to this clause No. 5 to the effect that if the company at any time is directed by the competent authority to pay bonus for the year 1984-85 the amount of ex-gratia being paid to the workman would be adjusted towards ex-gratia. This clause is very relevant and important. Shri Subhas Naik appearing for the union did concede before me that this Exb. E-4 is very important because the workman accepted the ex-gratia after giving the undertaking and the undertaking is dated 3.2.86 while the Government reference came to be made to this tribunal on 25th March, 1987 viz. well after the ex-gratia was paid to the workmen after taking the undertaking from them. So Shri Naik for the workmen did concede to the position that the dispute nor any demand for bonus did survive as all the workmen had accepted the amount as per notice dated 3rd Feb., 1986. In view of this concession made on behalf of the workmen, I have to answer issue No. 2 in the affirmative holding that no dispute nor any demand for bonus did survive for consideration. So the Government reference u/s 10 (1) (d) of the Act is not

tenable as the demand for bonus is made after receiving the ex-gratia and consequently the finding on issue No. 1 is in the negative. After having recorded the findings on issues 1 and 2 which are claimed to be the preliminary issues by the company in the written statement what remains for consideration is the issue No. 3 namely whether the demand for bonus at 20 percent made by the union for the year 1984-85 is just and legal in the given circumstances.

As noted in the foregoing paragraphs this issue No. 3 is more or less of unacademic nature and Shri Naik for the union did contend before me and rightly so that the tribunal need not go into this legal aspect of the case. The company did admit before me that it had made a profit of One Crore Forty Eight Lakhs during 1984-85 but it has its own explanation to offer. The Company has examined its Chartered Accountant Sham Dalvi to speak about the calculations of profit which is a profit under the Income Tax Act and a profit under the company's Act. According to him there is a basic difference in these two conceptions and referring to the balance sheets of 1984-85 he did admit that the balance sheet showed the gross profit of Rs. 150 lakhs for that year. According to him this gross profit is not the basis for payment of bonus but the basis for payment of bonus is available surplus which is computed after allowing the deductions as provided under the Bonus Act. He has prepared a computable statement wherein depreciation investment allowance and income tax are shown. According to him all these deductions amount to Rs. 318.29 lakhs. So according to him as a result of this the available surplus is nil and as such no bonus is payable by the company for that year. This is what he says as an expert in the accounts but admittedly he is not the maker of balance sheets because somebody else has prepared the balance sheets for that year 1984-85. That Accountant or the person in the accounts department is not examined by the company for reasons best known to itself and the company wishes this Tribunal to consider this evidence of the C. A. Dalvi whose evidence is in the nature of an opinion. I feel that I need not go by this opinion of this C. A. Dalvi who has read the balance sheet and has given his opinion. The reading of the balance sheet and its analysis can be done by others and this Tribunal can also do that. The question however is whether the depreciation of Rs. 261 lakhs 98 thousand shown by this Chartered Accountant is to be deducted from the gross profit simply because the Income Tax authorities have allowed the company to show this depreciation. If this was a case where no ex-gratia payment was made and if just the issue for bonus for 1984-85 was to be considered this Tribunal would have certainly gone into the legal aspect of the case and this Tribunal would have recorded a finding whether the company is entitled to the deductions of the depreciation of more than Rs. 2 crores under the given circumstances when its balance sheet shows a profit of Rs. one crore fifty lakhs a fact which was given wide

publicity in the newspapers. So while analysing the position I find that in the balance sheet for 1984-85 the company has shown the profit of Rs. 150 lakhs a fact which was relevant for consideration while considering the case of the union for Bonus for that year. As laid down under Sec. 16 (1) (a) the competent authority had to decide whether the bonus is payable or not when the company has made such a profit. It has to be noted pertinently that the question of depreciation and investment allowance came to the fore much later after the matter went to the Income Tax Authorities which levied a Tax of Rs. 24 lakhs seven thousand after allowing depreciation, investment allowance etc. This was a subsequent development and the definition of gross profit under the Income Tax Act and Company's Act would have been relevant. However, in the meanwhile the workmen went on strike which ended on 3.2.86 the day on which the settlement took place the workmen resumed their work and incidently the ex-gratia was also paid on that day and the undertaking also was taken from the workmen to the effect that they would accept the ex-gratia under the specific condition that they would not raise any financial demand on the company for that year. So the payment of ex-gratia was a part of the settlement and the undertaking was also a part of the settlement. Not only this but the payment of ex-gratia was also a part of the settlement because if no ex-gratia was offered the strike would not have ended and the workmen would not have resumed their duty. Shri Subhas Naik who was alive to this situation did concede before me that because the ex-gratia was accepted by the workmen after giving the undertaking the workmen were not entitled to bonus and he conceded to the position obtaining in issue No. 2 that no dispute nor demand for bonus did survive as the workmen accepted the amount of ex-gratia as per the notice dated 3.2.86 wherein the relevant undertaking is given by them. So the question whether demand of the workmen for bonus at 20 percent for the year 1984-85 does not survive for consideration and it is not necessary for this Tribunal to record a finding on that issue. Consequently I record my findings on the above three issues as under :

FINDINGS

Issue No. 1 - Yes

Issue No. 2 - No

Issue No. 3 - Does not survive for consideration

Issue No. 4 - Workmen not entitled to any relief in view of the grant and acceptance of ex-gratia.

In the result, I pass the following order :

Order

The demand of the workmen of M/s Automobile Corporation of Goa Limited, Honda, Satari Goa, for 20 percent bonus for the year 1984-85 does not survive for consideration as workmen are paid the ex-gratia at 15 percent for the relevant year. Consequently it is not necessary to record any finding on the demand of bonus for the year 1984-85.

In view of the grant of ex-gratia to the workmen, they are not entitled to any relief in this Government reference.

There shall be no order as to costs. Inform the Government accordingly about the passing of the award.

S. V. Nevagi
Presiding Officer
Industrial Tribunal.

Order

No. 23/2/88-LAB

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.
Subhash V. Elekar, Under Secretary (Labour).

Panaji, 20th July, 1990.

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri S.V. Nevagi, Hon'ble Presiding Officer)

Ref. No. IT/33/80

Shri K. A. Kulkarni — Workman
V/s

M/s. Maina Ore Transport Pvt. Ltd. — Employer

Workman represented by Shri K. V. Nadkarni.

Employer represented by Shri B. G. Kamat, Advocate.

Panaji, Dated : 30-6-90.

AWARD

This is a reference made by the Govt. of Goa, by its order No. 23/1/79-ILD/120/9/80 dated 22nd November, 1980 with an annexure scheduled thereto which reads as follows:

"Whether the action of the employer, of M/s. Maina Ore Transport Pvt. Ltd., Margao, in retrenching Shri K. A. Kulkarni, Accounts Assistant from the service with effect from 25.11.1979 is justified?

If not, to what relief, the workman is entitled to?"

The above reference will show that this is a matter of retrenchment simpliciter and the retrenchment has taken place as back as on 25.11.1979. Since then much developments have taken place and as many as two interim orders were passed by my Predecessor during the course of the hearing which was completed before him and the evidence was recorded. In order to understand the crux of the whole matter it will be necessary to go through the pleadings of the parties.

The Party I/Workman in his claim statement dated 6th April, 1981 states that he was appointed in the Party II/Company on 4th April, 1973 was given increase in salary from time to time, and was working honestly and with ability. In 1977 there were trade

union movements wherein the employees of Party II's head office united and the management through its Director Shri Madhu Timblo tried to stop the union activities. The union had made a charter of demands for which the Accountant J. V. Adavi was appointed as the Chairman of the Grievances Committee. The staff members reorganised themselves to form an union and the management started harassment. There was a settlement on 28th May, 1979. Still the Director Madhu Timblo was bent upon harassing the workmen. The workman claims that pressure was brought on him to resign from the union but the workman did not heed to the pressure. With this background, a retrenchment order was issued to the workman in the first week of October, 1979. The Union and the workman collectively raised the dispute before the Labour Commissioner. At the end of the protracted discussion the management agreed to revoke the order of retrenchment dated 29th October, 1979 and substituted the same by another order dated 24th November, 1979, making it effective from 25th November, 1979. This order was challenged by raising an industrial dispute. Conciliation proceedings were held before the Asst. Labour Commissioner, who made a failure report and acting on the report the Govt. made the above reference. The workman claims that his services are illegally terminated by the letter dated 24th Nov., 1979. He claims reinstatement into service with continuity of service, full back wages and other benefits. While contravening the above claim the management of Party II claims in its written statement dated 8.7.81 that the company was suffering losses for many years in the past and the full staff in the head office had become surplus and the workman had become surplus in the circumstances for the requirement of the Company and so it was decided to terminate his services. Accordingly the management terminated the services of the workman by fully complying with the provisions of Sec. 25F of the Act. The company after giving the required notice to the Secretary of Industries and Labour Department, paid one month's salary and retrenchment compensation to the workman along with the letter dated 24th Nov., 1979 which informed the workman about the termination of his service. With this the management justified its order of termination. Along with this the management denies all contentions made out by the workman in the claim statement. To this the workman filed his rejoinder dated 3rd August, 1981 giving details of the past financial position of the company in order to show how he was not surplus as adumbrated by the management.

With these pleadings, my Predecessor framed the following issues on 2.12.1981:

1. Whether the workman proves that his retrenchment by the employer is illegal and an act of victimisation for his trade union activities?
2. whether the Employer proves that the workman, after the retrenchment of his services by the Employer, worked for Hiralal & Co., from April '80 to December, '80?

3. Whether the workman proves that all the Companies in the Fomento group of Companies are offspring of Sociedade of Fomento Industrial Pvt. Ltd., and Mr. Modu Timblo their de-facto Chairman and Managing Director, though, technically or legally, may not be on the Board of Directors ?
4. Whether the Employer proves that its action in retrenching the workman from the services is legal and justified ?
5. What relief ?

MY FINDINGS :

1. Yes
2. Yes
3. Does not arise
4. Action not justified, no question of deciding legality because the reference does not say so.
5. Relief of gross compensation in lieu of reinstatement granted as per order below.

REASONS:-

Even though the issues are very many the main issue is whether the employer proves that its action in retrenching the workman from services is legal and justified. It has to be noted that the letter of retrenchment is issued on 24.11.79 the services are terminated w. e. f. 25.11.79 and the workman was without work from 26.11.79. With these facts it has to be seen whether the retrenchment is an act of victimisation or whether the workman had really become surplus constraining the management to issue the order of termination in this manner and whether there was due compliance of the provisions under sec. 25-F of the Act which lay down the pre-conditions governing the matters of retrenchment. A memorandum was sent to the Governor on 7th Nov., 1979 by the union and the union gave a call of strike on 8th Nov., 1979. The Labour Commissioner intervened and discussions took place in the office of the A.L.C. on 17.11.79. This was because services of 9 workmen including Party I/Workman were retrenched by a letter dated 29th October, 1979. So, during the discussion before the Asst. Labour Commissioner held on 17.11.1979 the union was persuaded to call off the strike in order to create a better condition for understanding between the management and the union. The management agreed to withdraw the terminations. However on 29.11.79 when the retrenched workmen went for work they were prevented by the security staff from entering the office premises and reporting to duty. According to the workmen the management went back from the agreement in discussion. This matter was brought to the notice of the management on 22.11.79 and a letter was simultaneously sent to the Labour Commissioner on 23.11.79 informing him of the latest development. Before that by order dated 21.11.79 the management suspended all the workmen who were on strike from 8.11.79, demanding their reinstatement. With this background the management

revoked the earlier order of retrenchment issued to this workman on 29.9.79 but substituted the same by the retrenchment letter dated 24.11.79. I have to study both these orders, the background in which the orders were issued and so also the fact that the workman was terminated from the next day viz. 25.11.79. Both these orders will have to be interpreted to see whether they were issued with due compliance with the provisions of Sec. 25 F of the Act and whether the order of retrenchment stands good according to law. So also I have to see whether the workman was really paid the retrenchment compensation, notice pay and all other legal dues on the day of the retrenchment and if so whether the acceptance of retrenchment compensation etc. stops the workman from challenging the legality or otherwise of the order of retrenchment. Before that I shall study two orders passed by my Predecessor and see under what circumstances the orders were passed by my Predecessor and what will be the effect of those orders on the present position when I am deciding the whole matter on merits. I have carefully gone through the orders and I find that they are not of much significance. The first order dated 10.12.82 is regarding the suspension of the cross examination of the workmen who had already entered the witness box and his representative desired my predecessor to suspend cross examination and direct the employer to lead his evidence first. My predecessor held that the recording of evidence which had already commenced should proceed. On the same point my predecessor passed a final order dated 4.3.1985 giving a ruling that since the workman had already started leading evidence he should continue and after which the employer should start his evidence.

I find from the record that the further evidence is recorded accordingly and the evidence is completed before me.

The oral evidence is not of much significance. The workman has examined himself and also examined a former director of the Opponent company by name S.S. Kantak. As against this the employer had examined the present director by name Raiker. The oral evidence would be significant only to find out whether the management was justified in resorting to retrenchment on account of financial losses. The Company relies on the evidence of Raiker and the Balance sheets, to show that it has incurred losses between 1977 to 1981.

This position is contraverted on behalf of the workman to point out that the opponent company is not the only company but it has many other branches of which the director Madhu Timblo is the main person and the overall profits made by this company have to be taken into consideration. The evidence of the former director Kantak is a pointer to this. Without going into the details of this controversial point of losses suffice it to note that the stand is taken by the company just to justify its action which appears to be an action bordering on point of victimisation. The workman who had joined the services

in 1975 and who was an Assistant Accountant and who was the only person looking in to the accounts of party No. II company. The other companies of party No. II were Hardese Ores Pvt. Ltd. Fomento Engineering Pvt. Ltd., Rainbow Minerals Pvt. Ltd. and Rajasthan Stores Pvt. Ltd. and the workman K. A. Kulkarni was exclusively looking to the account and he was looking after all monetary matters of the organisation in the cash department. So the workman was holding an important position and the services of such an important employee in the industry cannot be terminated unless there are other compelling grounds and a broad scrutiny of the circumstances would show the motive and reason behind the termination.

The union activities commenced from 28th May, 1979 and the workman was an active unionist. The charter of demands was submitted on 19.3.1979 and the settlement took place on 28.5.1979. The first order of termination Exb. W-6 was issued to the workman on 29.10.1979. The workman raised an industrial dispute and the conciliation proceedings started. While the discussion as regards the order was in progress the management issued another order Exb. W-8 dated 24.11.1979. Be it noted here pertinently that this order was effective from 26.11.1979 and the misery of the things is that the workman received the order on 28.11.1979 viz. 2 days after the due date. If the significant factors are taken into consideration it will be well nigh clear that the workman K. A. Kulkarni was a persona-non-grata and the management was bent upon termination of services whatever may be the consequences. This inference has to be drawn because the management while issuing the second letter of termination dated 24.11.1979 was to rely on the earlier order Exb. W-6 and to point out that the period of one month between the two notices should be taken as one month's notice and so the second order dated 24.11.1979 retrenching the workman from 26.11.1979 substantially complied with the mandatory provision of sub clause A of Section 25F of the act. I feel that this analysis made by the management is more or less imaginary and the conditions under sub clause A was not strictly adhered to.

It is no doubt true that under second part of sub-clause A the management can pay wages for the period of notice in lieu of notice. The provisions of sub-clauses A and B have to be strictly followed even if it is held that it is the prerogative of management to retrench its workmen. On this point the management relies on a Supreme Court case reported in AIR 1970 Supreme Court page 1334 wherein the Supreme Court relying on its earlier decision in AIR 1968 Supreme Court page 503 has observed that "A person must be considered free to so arrange his business that he avoids a regulatory law and its penal consequences which he has without the arrangement, no proper means of obeying AIR 1968 SC 503, Ref.

It is within the managerial discretion of an employer to organise and arrange his business in the manner he considers best. So long as that is done bonafide, it is not competent for tribunal to question its propriety. If a scheme for such reorganisation results in surplusage of employees no employer is expected to carry the burden of such economic dead weight and retrenchment has to be accepted as inevitable, however un-fortunate it is so long as it is not vitiated by considerations of victimisation or unfair/labour practice.

Placing strong reliance on the above observation the management has tried to justify its action. However, the management has over looked the following observations of the Supreme Court in the same rulings. "The management can retrench its employees only for proper reasons, which means that it must not be actuated by any motive of victimisation or any unfair labour practice". In that case the management had drawn a regular scheme of retrenchment considering the surplusage of the employees. The management had retrenched many workmen and the tribunal had held the retrenchment improper, because Rule 77 was not adhered to. This order was set aside by a single judge of the High Court but the order of the single judge was set aside by the Divisional Bench and the retrenchment was held improper. The company went to the Supreme Court and the Supreme Court while allowing the application restored the order of the single judge and directed the tribunal to prepare a list of 52 persons liable to be retrenched in accordance with the principles of last come first go. So it was the case of large scale retrenchment under a proper scheme while in the instant case a single workman in an important branch is retrenched in a rather hasty manner for obvious reason. So here there is no question of management prerogative but the question is about the adherence to the provisions of 25F of the Act. In a Madras case reported in 1977 (34 FLR page 403) the division bench discussed the Supreme Court cases and observed that while considering retrenchment the tribunal has to see whether the principle u/s 25 G viz. last come first go is followed or not and while discussing the discretion given to the tribunal the division bench has made the following observation :

"It is open to the Labour Court, in exercise of its jurisdiction, to take note of the several circumstances in the particular case before it and decide not to grant the relief of reinstatement, but grant instead relief by way of compensation to the workman. It is this principle on which section 11 A of the Industrial Disputes Act also is based".

So the question is whether the provisions of Sec. 25 F of the Act are duly complied with by the management or not. It appears that this provision as well as the provision for 7 days notice to be displayed on the notice board under rule 77 are not complied with by the management. In this regard, it is further to be noted that no seniority list is displayed and the retrenchment of a single workman is

made without following the principle u/s 25 G, namely 'last come first go'. On this point reliance is placed on behalf of the workman on the observations of two High Courts namely 1983 Patna Vol. II LLJ page 285 and 1985 Bombay Vol. I LLJ page 475. It is needless to go into the observations of the two High Courts and suffice it to note that the provisions are not properly complied with and the management appeared to be in a haste to dismiss the workmen. As per the termination letter Exb. W-8 dated 24th Nov., 1979 the termination was to be effective on 26th Nov., 1979 while the workman received the order on 28th Nov., 1979. So, the order is prima-facie defective. The management tries to rely on the earlier retrenchment order Exb. W-6 dated 29.10.79. So, the provision u/s 25 F sub-clause (a) was also not complied with. So, by and large the order seems to be improper and defective.

The next question is about the effect of such an order of retrenchment and what relief the workman would be entitled to. The workman was paid a total amount of Rs. 5,065 under the order dated 24.11.79, viz. the impugned order of termination. By and large this is a compliance of sub. clauses (a) and (b) of Sec. 25 F of the Act. The October salary was also paid to the workman. So what is paid on 24th Nov., 1979 is one month's salary in lieu of notice and gratuity @ 15 days salary for every continuous service. Further additional amount of Rs. 3228.32 paise is paid to the workman and both these drafts are encashed by the workman. This is a valid payment as observed in 1977 FLR Vol. 34 page 402. This is one aspect of the case. The second aspect of the case is that subsequent to the termination the workman who is qualified and experienced as an accountant is gainfully employed elsewhere in as much as he works with Advocate Gawadkar and it seems that the workman is not interested into reinstatement and as observed by the Madras High Court that once it is found that retrenchment is unjust and improper it is for the tribunal below to consider to what relief the retrenched workman is entitled and it is on this principle on which Sec. 11-A of the I.D.A., is based. So, the question before me is about the reliefs to be granted to the workman and I shall consider the position by taking into consideration the length of service put up by the workman with the Opponent employer and how far the workman was inconvenienced by the sudden order of retrenchment. It appears that the workman was not put much to monetary inconvenience because two comparatively large sums were paid to him and he had found out an immediate appointment. Instantly, I shall consider the admissions of the workman in this regard to find out to what relief the workman is entitled to.

He admits in cross examination page 22 that after retrenchment he started working with M/s. Hiralal & Company adding further that it was on temporary basis. With this admission the matter was adjourned before my Predecessor on 22.4.84 to enable the management to produce evidence showing that the work-

man started working with other employers. In further cross examination on 9.11.84, he admitted that on the day of his earlier deposition he was serving with Hiralal & Company and so he gave his occupation as service. It is further suggested to him that after serving Hiralal he served with S. P. Constructions Ltd., and after leaving S. P. Constructions he started his own job of accepting the works of writing the accounts. He was also doing Insurance business which he denied initially but admitted that he had the insurance agency which he claims was terminated subsequently. By and large it appears from the record that after termination the workman was gainfully employed elsewhere was doing the work of accountancy and was also doing insurance business. Additionally he had substantial monetary gains because he was paid retrenchment compensation including notice pay into two lump sums which is an admitted position. So, by and large the order of retrenchment was followed by the payment of retrenchment compensation and notice pay but the order of termination is held to be defective because the management has failed to prove that the retrenchment was resorted to in exercise of the managerial prerogative but it was issued in a hurried manner and the workman was removed from service within two days and this order also was received by him two days after the due date. On this point, the Supreme Court have observed in 1975 LLJ page 262 that where there was an order of discharge simplicitor and where the employer pleaded loss of confidence in the employee but no evidence for such loss of confidence was forthcoming (in the instant case the employer claims that the workman was rendered surplus, a fact which lacks proof), and the satisfaction of the employer is not enough but objective test is necessary.

In the above Supreme Court case the workman Micheal and others who had a long service were terminated by giving one month's notice pay on the ground of loss of confidence. The management's contention was upheld by the Labour Court holding that it was a discharge simplicitor and no stigma whatsoever was attached to the workmen. Similar is the case in the present matter where the management claims that this is a discharge simplicitor and no stigma whatsoever is attached to the workman. In the above case when the Labour Court upheld the contention of the management the workman went to the Supreme Court by way of appeal. The Supreme Court held that the Labour Court had mis-led itself on the point of law. Following the observations of the Supreme Court, I have now to see whether the acceptance of compensation deprives the workman of the right to challenge the termination. In a Bombay case reported in 1988 LAB.I.C. page 1396, the non-compliance of Sec. 25F is held to be illegal. In Madras case wherein many Supreme Court cases are discussed while holding that the termination was not in compliance with either Sec. 25F or 25G of the Act, it is observed that "It is open to the Labour Court, in exercise of its jurisdiction, to take note of the several circumstances in the particular case before it."

and decide not to grant the relief of reinstatement, but grant instead relief by way of compensation to the workman. It is this principle on which Sec. 11-A of the I.D.A. also is based." I propose to follow the above observations and I feel that it is better to grant relief to the workman by way of compensation instead of the grant of relief of reinstatement for a variety of reasons.

The workman is not interested in reinstatement after a lapse of 11 years because he is gainfully employed elsewhere, and secondly he has gained substantially by way of payment of compensation and notice pay. So, when the order of termination is held to be not just and legal and when there is a question of using the discretion u/s 11-A of the Act, the question coming to the fore-front is the grant of compensation and what criteria should be applied to the grant of such compensation. I feel that the length of service put up by the workman before the day of termination should be taken into consideration and I propose to grant the compensation which is a gross compensation to the workman at the rate of Rs. 1000/- for every year's service put up by him next before the termination of his service. So, instead of directing reinstatement, I propose to grant the gross compensation to the workman.

I feel that while deciding the case, well after 11 years it would be just and proper to award the additional compensation to the workman by using my discretion u/s 11A of the Act. I, therefore, answer the above issues accordingly and pass the following order:

ORDER

It is hereby held that the action of the employer of M/s. Maina Ore Transport Ltd., Margao, Goa in retrenching Shri K. H. Kulkarni from service w.e.f. 25.11.79 is not justified.

By way of relief instead of directing his reinstatement into service, the management of the Opponent Company is directed to pay him a compensation of Rs. 6,000/- (Rupees six thousand only) immediately. The workman is not entitled to any other relief in this Government reference.

The parties do bear their own costs. Inform the Government accordingly about the passing of the award.

S. V. Nevagi
Presiding Officer
Industrial Tribunal

Law (Establishment) Department

Notification

No. 2/5-1/91-LD (Part-II)

In pursuance of rule 7 of the Goa, Daman and Diu Civil Service (Judicial Branch) Rules, 1985 (hereinafter referred to as the "Rules") read with Section 16 of the Goa, Daman and Diu Civil Courts Act,

1965 (Act 16 of 1965), the Government of Goa, in consultation with the Committee constituted under rule 7 of the Rules, is hereby pleased to appoint Kum. Nutan Dattaram Sardessai, Advocate to the post of Civil Judge Junior Division under (Grade II) Goa, Daman and Diu Civil Service (Judicial Branch) in a purely temporary capacity with effect from the date she assumes charge. She will draw her pay scale of Rs. 2200-75-2800-EB-100-4000/-. Higher start Rs. 2500/-.

This appointment is subject to the terms and conditions contained in this Department Memorandum No. 2/5-1/91-LD (Part-II) dated 14-10-91 and the provisions of the Goa, Daman and Diu Civil Service (Judicial Branch) Rules, 1985 and receipt of the clearance from the Medical Board.

Kum. Nutan Dattaram Sardessai, should report herself to the District and Sessions Judge (South Goa), Margao until posting orders are issued and before taking over the assignment.

The seniority of the appointee in the Cadre of Civil Judge Junior Division, will be fixed later by the High Court.

By order and in the name of the Governor of Goa.

A. S. Awale, Under Secretary (Law).

Panaji, 18th October, 1991.

Notification

No. 2/5-1/91-LD (Part-II)

In pursuance of rule 7 of the Goa, Daman and Diu Civil Service (Judicial Branch) Rules, 1985 (hereinafter referred to as the "Rules"), read with Section 16 of the Goa, Daman and Diu Civil Courts Act, 1965 (Act 16 of 1965), the Government of Goa, in consultation with the Committee constituted under rule 7 of the Rules, is hereby pleased to appoint Shri Sudin Mahadeo Sangodkar, Advocate to the post of Civil Judge Junior Division under (Grade II) Goa, Daman and Diu of Civil Service (Judicial Branch) in a purely temporary capacity with effect from the date he assumes charge. He will draw his pay in the pay scale of Rs. 2200-75-2800-EB-100-4000/-. Higher start Rs. 2500/-.

This appointment is subject to the terms and conditions contained in this Department Memorandum No. 2/5-1/91-LD (Part-II) dated 14-10-91 and the provisions of the Goa, Daman and Diu Civil Service (Judicial Branch) Rules, 1985 and receipt of the clearance from the Medical Board.

Shri Sudin Mahadeo Sangodkar should report himself to the District and Sessions Judge (South Goa), Margao until posting orders are issued and before taking over the assignment.

The seniority of the appointee in the Cadre of Civil Judge Junior Division, will be fixed later by the High Court.

By order and in the name of the Governor of Goa.

A. S. Awale, Under Secretary (Law).

Panaji, 18th October, 1991.

Notification

No. 2/5-1/91-LD (Part-II)

In pursuance of rule 7 of the Goa, Daman and Diu Civil Service (Judicial Branch) Rules, 1985 (hereinafter referred to as the "Rules"), read with Section 16 of the Goa, Daman and Diu Civil Courts Act, 1965 (Act 16 of 1965), the Government of Goa, in consultation with the Committee constituted under rule 7 of the Rules, is hereby pleased to appoint Kum. Anuja Prabhu Desai, Advocate to the post of Civil Judge Junior Division under (Grade II) Goa, Daman and Diu Civil Service (Judicial Branch) in a purely temporary capacity with effect from the date she assumes charge. She will draw her pay in the pay scale of Rs. 2200-75-2800-EB-100-4000/-. Higher start Rs. 2500/-.

This appointment is subject to the terms and conditions contained in this Department Memorandum No.

2/5-1/91-LD(Estt.) dated 14-10-91 and the provisions of the Goa, Daman and Diu Civil Service (Judicial Branch) Rules, 1985 and receipt of the clearance from the Medical Board.

Kum. Anuja Prabhu Desai, should report herself to the District and Sessions Judge (South Goa), Margao until posting orders are issued and before taking over the assignment.

The seniority of the appointee in the Cadre of Civil Judge Junior Division, will be fixed later by the High Court.

By order and in the name of the Governor of Goa.

A. S. Awale, Under Secretary (Law).

Panaji, 18th October, 1991.